

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

STATE FARM AUTOMOBILE
INSURANCE COMPANY, et al.

Civil Action No. 1: 23-CV-3124-ENV-RMI

Plaintiffs,
- against -

**DECLARATION OF NICHOLAS
BOWERS, ESQ.**

ECLIPSE MEDICAL IMAGING., et al.,

Defendant.

Nicholas Bowers, Esq., an attorney admitted to practice before this Court and the courts of the State of New York, declares, pursuant to 28 U.S.C. § 1946, and represents as follows to be true and correct under penalties of perjury:

1. I am an associate attorney at the law firm Gary Tsirelman, P.C., attorneys for Eclipse Medical Imaging, P.C. (“Eclipse”) in this action.
2. I am fully familiar with the facts of this case and those I have stated in this declaration.
3. I submit this declaration in opposition to Plaintiffs’ motion for a preliminary injunction and a stay and in support of the accompanying Memorandum of Law.
4. Attached hereto as Exhibit 1 are eight arbitration awards in collection actions filed by Eclipse seeking No-Fault payments from Plaintiffs in which Plaintiffs claimed Eclipse ought not be reimbursed because it failed to comply with State Farm’s verification demands, the core of State Farm’s allegation in this matter. In each case, the arbitrator found State Farm could not sustain its defense and found in favor of Eclipse. The awards are as follows:
 - a. Eclipse Medical Imaging PC / Davita Washington against State Farm Fire & Casualty Company, AAA Case No. 17-22-1279-7940, (May 2, 2023);

- b. Eclipse Medical Imaging PC / Junior Charles against State Farm Mutual Automobile Insurance Company, AAA Case No. 17-22-1279-8187, (May 12, 2023);
 - c. Eclipse Medical Imaging PC against State Farm Mutual Automobile Insurance Company, AAA Case No. 17-22-1279-6674, (June 26, 2023);
 - d. Eclipse Medical Imaging PC against State Farm Mutual Automobile Insurance Company, AAA Case No. 17-22-1279-6757 (June 21, 2023);
 - e. Eclipse Medical Imaging PC / Michael Matthews against State Farm Fire & Casualty Company, AAA Case No. 17-22-1279-6902 (August 7, 2023);
 - f. Eclipse Medical Imaging PC / Denver Douglas against State Farm Fire & Casualty Company, AAA Case No. 17-22-1279-5018 (August 7, 2023);
 - g. Eclipse Medical Imaging PC / Fallen Califf against State Farm Mutual Automobile Insurance Company, AAA Case No. 17-22-1279-8144 (August 11, 2023); and
 - h. Eclipse Medical Imaging PC / Nikoloz Abazadze against State Farm Mutual Automobile Company, AAA Case No. 17-22-1279-1819 (August 22, 2023).
5. Attached hereto as Exhibit 2 are true copies of the Brief and Special Appendix for Plaintiffs-Appellants, *Allstate Ins. Co. v. Harvey Family Chiropractic*, No. 16-1101-cv, 2016 WL 3855272 at *40 (2d Cir. July 13, 2016).
6. Attached hereto as Exhibit 3 is a true copy of the Transcript of the Order of Judge Joseph Bianco in *Allstate Ins. Co. v. Zelefsky*, 13 CV 5830 (JFB)(AKT) (Apr. 2, 2014).

7. Attached hereto as Exhibit 4 is a true copy of the Transcript of the Order of Judge Joseph Bianco in and *Allstate Ins. Co. v. E. Island Med. Care, P.C.*, 16 CV 2802 (JFB)(AKT) (June 5, 2017).

Dated: September 7, 2023

A handwritten signature in black ink, appearing to read 'NB', with a long horizontal flourish extending to the right.

Nicholas Bowers, Esq.